

Appendix A-Confidentiality Provisions

Version 1: C. Clark (2010)

2. Prohibition on Using Confidential Information

2.1 Employee recognizes and acknowledges that Confidential Information (defined below) is a valuable and unique asset of the Company, access to and knowledge of which is essential to the performance of the Employee's duties to the Company. Except as required to perform the services required under this Agreement, Employee shall not, during his employment or any time thereafter, disclose, in whole or in part, such Confidential Information to any person, firm, corporation, association, or other entity for any reasons or purpose whatsoever, or make use of such Confidential Information for his own purposes or for the benefit of any other person or entity (except SHI) under any circumstances.

2.2 Confidential information means information disclosed to or known by an employee as a consequence or through his association with the Company, including any information conceived, originated, discovered, or developed by Employee, which is not generally known to the public or potential competitors of the Company and which includes but is not limited to: any information that is valuable to the company's business, cost, margin, pricing information, financial information regarding the company and its customers and/or clients, supplier information, marketing materials, strategic plans, specialized training material, customer lists, prospective customer information, customer contacts, customer proposals and agreements, customer usage information, customer needs, the company's commission structure or other payroll information, and similar types of information entrusted to the Company by third parties.

Version 2: Yoon (2013); Lella (2013); Wortham (2013); Safi (2015); Kotecki (2015)

2. Prohibition on Using Confidential Information

2.1 Employee recognizes and acknowledges that Confidential Information (defined below) is a valuable and unique asset of the Company, access to and knowledge of which is essential to the performance of the Employee's duties to the Company. Except as required to perform the services required under this Agreement, Employee shall not, during his employment or any time thereafter, disclose, in whole or in part, such Confidential Information to any person, firm, corporation, association, or other entity for any reasons or purpose whatsoever, or make use of such Confidential Information for his own purposes or for the benefit of any other person or entity (except SHI) under any circumstances.

2.2 Confidential information means information disclosed to or known by an employee as a consequence or through his association with the Company, including any information conceived, originated, discovered, or developed by Employee, which is not generally known to the public or potential competitors of the Company and which includes but is not limited to: any information that is valuable to the company's business, cost, margin, pricing information, financial information regarding the company and its customers and/or clients, supplier information, marketing materials, strategic plans, specialized training material, customer lists, prospective customer information, customer contacts, customer proposals and agreements, customer usage information, customer needs, the company's commission structure or other payroll information, and similar types of information entrusted to the Company by third parties. Confidential information shall not include any information which is or becomes publicly available through no act of Employee.

Version 3: El Batouty (2016); Silberstein (2017)

2. Prohibition on Using Company Trade Secrets and Confidential Information

2.1 Employee recognizes and acknowledges that, during his employment with the Company, he will have access to and make use of the Company's Trade Secrets and Confidential Information (defined below). Employee acknowledges and understands that such Trade Secrets and Confidential Information constitute valuable and unique assets of the Company, access to and knowledge of which are essential to the performance of the Employee's duties to the Company.

2.2 Trade Secret means any information, including but not limited to, technical or nontechnical data, formulas, patterns, compilations, programs, plans, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, and/or a list of actual or potential customers that (1) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, other persons who can obtain economic value from its disclosure or use; (2) is the subject of reasonable efforts under the circumstances to maintain its secrecy; and (3) otherwise satisfies the standards under the Uniform Trade Secrets Act ("UTSA") or other applicable federal and state law.

2.3 Confidential Information means information disclosed to or known by an employee as a consequence or through his association with the Company, including any information conceived, originated, discovered, or developed by Employee, which is not generally known to the public or potential competitors of the Company and which includes but is not limited to: any information that is valuable to the Company's business, cost, margin, pricing information, financial information regarding the Company and its customers and/or clients, supplier information, marketing materials, strategic plans, specialized training material, customer lists, prospective customer information, customer contacts, customer proposals and agreements, customer usage information, customer needs, the Company's¹ commission structure or other payroll information, and similar types of information entrusted to the Company by third parties. Confidential information shall not include any information which is or becomes publicly available through no act of Employee.

¹ Not capitalized in Silberstein's Agreement.

Version 4: D. Clark (2019); Mulloy (2021); Monte (2022), Walker (2023), Ward (2022)

2. Prohibition on Using SHI Trade Secrets and Confidential Information

2.1 Employee recognizes and acknowledges that, during his/her employment with SHI, he/she will have access to and make use of SHI's Trade Secrets and Confidential Information (defined below). Employee acknowledges and understands that such Trade Secrets and Confidential Information constitute valuable and unique assets of SHI, access to and knowledge of which are essential to the performance of the Employee's duties for SHI.

2.2 Trade Secret means any information, including but not limited to, technical or non-technical data, formulas, patterns, compilations, programs, plans, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, and/or a list of actual or potential customers that (1) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, other persons who can obtain economic value from its disclosure or use; (2) is the subject of reasonable efforts under the circumstances to maintain its secrecy; and (3) otherwise satisfies the standards under the Uniform Trade Secrets Act ("UTSA"), or other applicable federal and state law.

2.3 Confidential Information means information disclosed to or known by an employee as a consequence or through his/her association with SHI, including any information conceived, originated, discovered, or developed by Employee, which is not generally known to the public or actual/potential competitors of SHI and which includes but is not limited to: any information that is valuable to SHI's business, including, but not limited to costs, margin, pricing information, financial information regarding SHI and its customers and/or clients, supplier information, marketing materials, strategic plans, specialized training material, customer lists, prospective customer information, customer contacts, customer proposals and agreements, customer usage information, customer needs, SHI's commission structure or other payroll information, and similar types of information entrusted to SHI by third parties. Confidential Information shall not include any information which is or becomes publicly available through no act of Employee.

2.4 Except as required to perform the services required under this Agreement, Employee shall not, during his/her employment or any time thereafter, disclose, in whole or in part, SHI's Trade Secrets or Confidential Information to any person, firm, corporation, association, or other entity for any reasons or purpose whatsoever, or make use of such Trade Secrets or Confidential Information for his/her own purposes or for the benefit of any other person or entity (except SHI) under any circumstances.